

In Re:
Arlen J Antonsen,

Debtor,

Case No. 03-34663
Chapter 13 Case

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

TO: Debtor(s) and other entities specified in Local Rule 9013-3.

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on October 13, 2004 at 9:30 AM o'clock, in Courtroom No. 228A, at the United States Courthouse, 316 North Robert Street, St. Paul, MN.
3. Any response to this motion must be filed and delivered not later than October 7, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than October 1, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on July 2, 2003. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay in §362(a) to foreclose its lien against the 2002 Ford Ranger Supercab vehicle (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtor is delinquent under the terms of the original contract with Movant and under the Chapter 13 Plan. Movant requests relief under §362(d)(2). The Debtor has no equity in the collateral, and the collateral is not necessary to an effective reorganization.
7. Movant gives notice that it may, if necessary, call the person who signed the verification to this motion, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

WHEREFORE, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) and the codebtor stay of §1301(a), if applicable, and such other relief as may be just and equitable.

Dated: September 16, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

MINNESOTA DEPARTMENT OF PUBL
DRIVER & VEHICLE SERVICES DIVIS
445 MINNESOTA ST., ST. PAUL, MN 55
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

ANTONSEN ARLEN JOEL
415 CEDAR RD NE
EAST BETHEL MN 55092

PAID
Permit No. 171
St. Paul, MN

*

JCV644

1ST SECURED PARTY

LIEN HOLDER

02 Year	FORD Make	PSRNG Model	B2310P263 Title NR.
1FTYR14U42PA87620 VIN		07/15/02 Security Date	NO Rebuilt

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

FORD MOTOR CREDIT CO C/O ASG
PO BOX 105704
ATLANTA GA 30348-5704

EXHIBIT A

MINNESOTA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 07/15/2002

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) ARLEN JOEL ANTONSEN 415 CEDAR RD E BETHEL MN 55092 ANOKA-02		CREDITOR (Seller Name and Address) NEW BRIGHTON FORD 1100 SILVER LAKE NEW BRIGHTON MN 55112	
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2002 FORD TRUCK	RANGER		1FTYR14U42PA87620	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

1997 FORD	5650.00	12107.00
Trade-in	Year and Make	Gross Allowance
		Amount Owning

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 17966.50	(1)
2. Down Payment	\$ 3000.00	
Manufacturer's Rebate Assigned to Creditor	\$ 1000.00	
Cash Down Payment	\$ 0.00	
Trade-in (description above)	\$ 0.00	
Total Down Payment	\$ 4000.00	(2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 13966.50	(3)
4. Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)		
To Public Officials		
(i) for license, title & registration fees \$ 271.00	3.50	
(ii) for filing fees \$		
(iii) for taxes (not in Cash Price)	\$ 605.57	\$ 880.07
To Insurance Companies for:		
Credit Life Insurance	\$ N/A	
Credit Disability Insurance	\$ N/A	
CAP INSURANCE	\$ 495.00	
FORD MOTOR COMPA	SERVICE CONTRACT	\$ 1080.00
WELLS FARGO AUTO	NEGATIVE EQUITY	\$ 6457.00
NEW BRIGHTON FOR	DOC FEE	\$ 25.00
N/A	N/A	\$ N/A
Total	\$ 8937.07	(4)
5. Amount Financed (3 plus 4)	\$ 22903.57	(5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
9.95 %	\$ 6258.83	\$ 22903.57	\$ 29162.40	\$ 33162.40

Payment Schedule — <input checked="" type="checkbox"/> Number of payments Your payment schedule will be: 59 1 final	Amount of Each payment \$ 486.04 \$ 486.04	When Payments are due monthly starting 08/14/2002
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Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER: Arlen Antonson CO-BUYER: _____

NOTICE TO BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

You acknowledge receipt of a true and completely filled in copy of this contract, signed by both yourself and the seller, at the time of signing.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Buyer Signs: Arlen Antonson (Co) Buyer Signs: _____

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

NEW BRIGHTON FORD
 Seller: _____ By: [Signature] Title: BUSINESS MGR

QUESTIONS?
 Ford Credit
 PLEASE CALL US AT 1-800-727-7000
 00-001

ORIGINAL

A. Payments: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

C. Use of Vehicle — Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The type and amount of insurance must be approved by the Creditor. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Payments: You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth below if there is any default.

F. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one if filed against you; or
5. You do not keep any other promise in this contract.

If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge, and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. You must also pay attorney fees not to exceed 15% of the amount due and payable under the contract, and court costs payable by Ford Credit to obtain, hold, and sell the vehicle, collect amounts due and enforce Holder's rights under the contract. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor, if allowed by law. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. General: To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. Any change in this contract must be in writing and signed by you and the Creditor. The law of Minnesota applies to this contract. If that law does not allow all the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

FTC NOTICES

NOTICE — ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.*

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTY

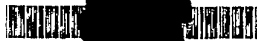
To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor _____

Address _____

Guarantor _____

Address _____



logout

get case status

Chapter 13 Trustee Online Case Status System

Jasmine Z. Keller, Standing Chapter 13 Trustee

Status of Claims as of 9/15/2004
Case # 03-34663 DDO

ARLEN J ANTONSEN

46 Remaining of 60 Mos.

Current Debtor Pmt: \$415.00 / Monthly

415 CEDAR RD
WYOMING, MN 55092
Atty: Urosh Piletich

Summary

Filed: 7/2/2003
First Mtg: 7/30/2003 10:15:00 AM

Confirmed: 8/14/2003
Plan Filed: 7/2/2003

Base Amount: \$24,900.00 Debtor Refunds:\$0.00
Total Paid In: \$4,565.00 Delinq Amount:\$830.00
Balance on Hand: \$0.00

Payment Schedule

Start Date	Start	Thru	Payment	Total Pmts	Type
8/2/2003	1	60	\$415.00	\$24,900.00	

Payment History

7/22/2004 \$830.00	5/20/2004 \$415.00	4/2/2004 \$415.00	2/26/2004 \$415.00	1/23/2004 \$415.00
12/5/2003 \$415.00	11/24/2003 \$415.00	10/22/2003 \$415.00	9/11/2003 \$415.00	7/30/2003 \$415.00

Show Details

Claims

Creditor Name	Clm Num	Last Pymt	Cl	Int Rate	Fixed Pymt	Disb Code	Debt	Principal Paid	Claimed	Tot Int Pd	Balance
Urosh Piletich	000-0	12/22/2003	L	0.00%	\$0.00	20	\$1,250.00	\$1,250.00	\$1,250.00	\$0.00	\$0.00
BANK OF AMERICA, N.A. (USA)	001-0		U	0.00%	\$0.00	50	\$5,093.63	\$0.00	\$5,093.63	\$0.00	\$5,093.63
HOUSEHOLD RECEIVABLE ACQUISITION	002-0		U	0.00%	\$0.00	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Wells Fargo Bank Nevada, N.A.	003-0		U	0.00%	\$0.00	50	\$1,079.79	\$0.00	\$1,079.79	\$0.00	\$1,079.79
Wells Fargo Bank Nevada, N.A.	004-0		U	0.00%	\$0.00	50	\$2,964.29	\$0.00	\$2,964.29	\$0.00	\$2,964.29
Ford Motor Credit Company	005-0	8/23/2004	S	0.00%	\$0.00	31	\$20,839.30	\$3,059.21	\$20,839.30	\$0.00	\$17,780.09
Ford Motor Credit Company	005-1		U	0.00%	\$0.00	50	\$6,138.55	\$0.00	\$6,138.55	\$0.00	\$6,138.55
SEARS, ROEBUCK & CO	006-0		U	0.00%	\$0.00	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SEARS, ROEBUCK & CO	007-0		U	0.00%	\$0.00	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DISCOVER BANK	008-0		U	0.00%	\$0.00	50	\$2,689.72	\$0.00	\$2,689.72	\$0.00	\$2,689.72
DISCOVER BANK	009-0		U	0.00%	\$0.00	50	\$1,934.30	\$0.00	\$1,934.30	\$0.00	\$1,934.30
CITIFINANCIAL	010-0		U	0.00%	\$0.00	50	\$3,355.08	\$0.00	\$3,355.08	\$0.00	\$3,355.08
Bass & Associates	011-0		U	0.00%	\$0.00	50	\$456.18	\$0.00	\$456.18	\$0.00	\$456.18
RESURGENT CAP SVCS	012-0		U	0.00%	\$0.00	50	\$6,626.93	\$0.00	\$6,626.93	\$0.00	\$6,626.93
Ecast Settlement Corporation	013-0		U	0.00%	\$0.00	50	\$5,181.59	\$0.00	\$5,181.59	\$0.00	\$5,181.59
Ecast Settlement	014-0		U	0.00%	\$0.00	50	\$1,768.65	\$0.00	\$1,768.65	\$0.00	\$1,768.65

EXHIBIT C

<http://www.trustee13.com/inquiry/casedisplay.aspx>

9/15/2004

Corporation											
US DEPT EDUCATION	200-0		U	0.00%	\$0.00	50	\$0.00	\$0.00	\$0.00	\$0.00	Direct
Total Unsecured Debt	300-0		U	0.00%	\$0.00	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Jasmine Z Keller	TRS-0	8/23/2004	T	0.00%	\$0.00	00	\$1,475.89	\$255.79	\$0.00	\$0.00	\$1,220.10

Disbursement Details						
CIm	Date	Check#	Principal	Int Pd	Total Paid	
000-0	Urosh Piletich					
000-0	12/22/2003	4280236	\$72.87	\$0.00		\$72.87
000-0	11/24/2003	4278496	\$391.51	\$0.00		\$391.51
000-0	10/22/2003	4276139	\$391.51	\$0.00		\$391.51
000-0	9/22/2003	4273955	\$394.11	\$0.00		\$394.11
	Total		\$1,250.00	\$0.00		\$1,250.00

CIm	Date	Check#	Principal	Int Pd	Total Paid	
005-0	Ford Motor Credit Company					
005-0	8/23/2004	4297414	\$783.02	\$0.00		\$783.02
005-0	6/22/2004	4292723	\$391.51	\$0.00		\$391.51
005-0	5/24/2004	4290542	\$391.51	\$0.00		\$391.51
005-0	3/22/2004	4286299	\$391.51	\$0.00		\$391.51
005-0	2/23/2004	4284082	\$391.51	\$0.00		\$391.51
005-0	1/22/2004	4281786	\$391.51	\$0.00		\$391.51
005-0	12/22/2003	4279278	\$318.64	\$0.00		\$318.64
	Total		\$3,059.21	\$0.00		\$3,059.21

04-03802-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Arlen J Antonsen,
Debtor,

Case No. 03-34663
Chapter 13 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Carolyn Boynton, the Designated Agent for Ford Motor Credit Company, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account no. 31310140.
2. The Debtor owes the Creditor ~~\$19,416.88~~ ^{\$19,474.91}, payoff amount as of September 16, 2004, plus accrued unpaid interest thereon since that date.
3. The debt owed to the Creditor is secured by a perfected lien on a 2002 Ford Ranger Supercab vehicle.
4. The confirmed plan provides for Creditor to be paid on its secured claim through the plan payments made to the Trustee. Debtor is in arrears on such plan payments presently for \$830.00 not including the September 2004 payment. See attached Exhibit C.
5. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".
6. Loan documents require insurance be maintained to protect the Creditor's interest in the collateral. No evidence of insurance has been provided since filing.

Dated: Sept 16, 2004

Carolyn Boynton
Carolyn Boynton
Ford Motor Credit Company
National Bankruptcy Svc Center
P.O. Box 537901
Livonia, MI 48153-7901

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Arlen J Antonsen,

Debtor,

Case No. 03-34663
Chapter 13 Case

MEMORANDUM OF FACT AND LAW

Ford Motor Credit Company ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

FACTS

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in Debtor's possession or control.

The total net balance due on the Contract is \$19,474.91 as of September 16, 2004.

Debtor's Chapter 13 Plan has been filed with the Court. The terms of the Chapter 13 Plan requires regular payments to the Chapter 13 Trustee for distribution through the Plan. Such payments are presently delinquent. The debt owed to Movant was to be paid through the payments made to the Chapter 13 Trustee. A printout showing the payments made to date to the Trustee and the delinquency is attached hereto as Exhibit "C".

Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments. There has been a further material default; Debtor has failed to provide Movant with evidence of collateral insurance.

ARGUMENT

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make the payments required by the Contract since July 14, 2004.

- Failure to make payments due post petition under the Contract.
- Failure to make monthly Plan payments to the Chapter 13 Trustee as required by the Plan. See Exhibit C.
- Failure to maintain physical damage insurance on the collateral.

Movant has not been provided with adequate protection of Movant's interest in the collateral.

Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay.

See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Pursuant to 11 U.S.C. §362(d)(2), relief from the automatic stay is also appropriate if the Debtor has no equity in the property and the property is not necessary to an effective reorganization. See, In re Gellert, 55 B.R. 970 (Bkrcty. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$19,474.91. It appears Debtor has no equity in the collateral. No evidentiary hearing is required on the issue of equity unless Debtors dispute it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997). Movant believes that the collateral is not necessary to an effective reorganization. Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to establish that this collateral is necessary to an effective reorganization.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: September 16, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Arlen J Antonsen,
Debtor,

Case No. 03-34663
Chapter 13 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on September 16, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Arlen J Antonsen
415 Cedar Road
Wyoming, MN 55092

Urosh Piletich
BRINEGAR & PILETICH LLP
1675 S Greeley St Suite 203
Stillwater, MN 55082

Jasmine Z. Keller
Chapter 13 Trustee
12 S. 6th St #310
Minneapolis, MN 55402

U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

Executed on: September 16, 2004

Signed: /e/Linda Jeanne Jungers
Linda Jeanne Jungers
STEWART, ZLIMEN & JUNGERS
430 Oak Grove Street, #200
Minneapolis, MN 55403

04-03802-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Arlen J Antonsen,
Debtor,

Case No. 03-34663
Chapter 13 Case

ORDER FOR RELIEF FROM THE STAY

Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on October 13, 2004 at 9:30 AM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to repossess and sell the
2002 Ford Ranger Supercab vehicle, VIN 1FTYR14U42PA87620
in accordance with applicable state law.
2. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: _____

United States Bankruptcy Judge